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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CRAIGSLIST, INC., a Delaware corporation,

Plaintiff,

v.

INSTAMOTOR INC., a Delaware  
corporation, and DOES 1-10,

Defendants.

CASE NO. 3:17-cv-02449

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT**
- (2) VIOLATIONS OF THE CAN-SPAM ACT**
- (3) VIOLATIONS OF CALIFORNIA  
RESTRICTIONS ON UNSOLICITED  
COMMERCIAL EMAIL ADVERTISERS**

**DEMAND FOR JURY TRIAL**

1 Plaintiff craigslist, Inc. (“craigslist”), for its Complaint against Instamotor Inc.  
 2 (“Instamotor”), and Does 1-10 (the “Doe Defendants”) (collectively, “Defendants”), allege as  
 3 follows:

#### 4 **NATURE OF THE ACTION**

5 1. Over the last 20 years, craigslist has developed one of the world’s most popular  
 6 websites, *craigslist.org*, which offers a simple and trusted platform for authorized users to seek  
 7 employment, offer and search for housing, buy and sell vehicles, trade goods and services, find  
 8 companionship, and engage in community discussions. craigslist’s platform attracts tens of  
 9 millions of authorized users who collectively post several hundred million classified ads each  
 10 year. The use of, and interaction with, the *craigslist.org* website is governed by craigslist’s  
 11 Terms of Use (a copy of which is attached as Exhibit A).

12 2. Unfortunately, craigslist’s success has made it an attractive target for  
 13 unscrupulous “businesses” attempting to unlawfully capitalize on craigslist’s hard-earned  
 14 success and popularity. Despite craigslist’s best efforts, these bad actors attempt to access and  
 15 exploit the content of the craigslist website without authorization and for their own commercial  
 16 gain, in violation of craigslist’s Terms of Use and both California and federal law. Instamotor is  
 17 one such enterprise.

18 3. Instamotor offers an online and app-based used car listing service that competes  
 19 against craigslist. But instead of innovating to attract its own customer base, Instamotor has  
 20 sought to unlawfully piggyback on craigslist’s decades of hard work by stealing craigslist users’  
 21 posts and contact information, harassing those users with unsolicited text and email messages  
 22 advertising Instamotor’s services, and reposting the harvested craigslist listings on the Instamotor  
 23 site and/or app.

24 4. By this action, craigslist seeks to put a stop to Instamotor’s unlawful conduct and  
 25 obtain compensation for the violations that have occurred thus far.

#### 26 **JURISDICTION**

27 5. This is a civil action for breach of contract; violations of the CAN-SPAM Act,  
 28 15 U.S.C. § 7701 *et seq.*; and violations of the California Restrictions on Unsolicited

1 Commercial Email Advertisers, Cal. Bus. & Prof. Code § 17529, *et seq.*

2 6. This court has jurisdiction over the CAN-SPAM claim under 28 U.S.C. §§ 1331,  
3 and supplemental jurisdiction over the remaining claims under 28 U.S.C. § 1367.

4 7. This Court has personal jurisdiction over Instamotor because it has conducted  
5 substantial business and on information and belief maintains offices in this State and because it  
6 has consented to personal jurisdiction in this State by agreeing to craigslist's Terms of Use,  
7 which require such consent, as alleged herein.

8 **VENUE**

9 8. Venue in this Court is proper under 28 U.S.C. § 1391(b)(2), because a substantial  
10 part of the events giving rise to the claims alleged in this Complaint occurred in this District, and  
11 because Defendants have consented to venue in this District by agreeing to craigslist's Terms of  
12 Use, which require such consent, as alleged herein.

13 **INTRADISTRICT ASSIGNMENT**

14 9. This is an Intellectual Property Action and may be assigned on a district-wide  
15 basis pursuant to Civil L.R. 3-2(c).

16 **THE PARTIES**

17 10. craigslist, Inc. is a Delaware corporation, with its principal place of business in  
18 San Francisco, California.

19 11. Defendant Instamotor Inc. is a Delaware corporation, with its principal place of  
20 business in San Francisco, California.

21 12. craigslist does not know the true names of the Doe Defendants and therefore sues  
22 those defendants by such fictitious names. craigslist is informed and believes, and on that basis  
23 alleges, that the Doe Defendants are responsible for the acts alleged in this Complaint. When the  
24 true names of such fictitious defendants are ascertained, craigslist will seek leave of this Court to  
25 amend this Complaint to name those individuals or entities.

26 **GENERAL ALLEGATIONS**

27 **The craigslist Classified Ad Service**

28 13. Founded in San Francisco, California in 1995 by Craig Newmark, craigslist began

as an email list for friends and co-workers to share information about events in and around the Bay Area. Today, craigslist has become one of the world's most popular websites, relied upon by its authorized users who seek employment, offer and search for housing, buy and sell vehicles, trade goods and services, find companionship, and engage in community discussions. craigslist's fierce dedication to its users is reflected in the website's various policies and efforts to protect those users from spam, scams, and the unauthorized harvesting or use of content posted by users, including their personal information, by third parties seeking to exploit that content and information for their own commercial gain. Users, in turn, entrust their content and information to the craigslist website.

14. The interaction with, and use of, *craigslist.org* is governed by craigslist's Terms of Use, which are prominently featured on the website's main landing page and in the footer of nearly every page of the website.

15. Users agree to craigslist's Terms of Use by visiting or accessing the website. Such a contract is generally referred to as a "browsewrap" contract. Courts routinely uphold such contracts, particularly with respect to sophisticated users. Indeed, craigslist's Terms of Use has specifically been found to form a valid and binding browsewrap contract. *See, e.g., Craigslist, Inc. v. Kerbel*, No. 11-3309-EMC, 2012 U.S. Dist. Lexis 108573, \*41-42 (N.D. Cal. Aug. 2, 2012) (finding defendant agreed to the Terms of Use "each time he accessed the website").

16. Instamotor is a sophisticated user who is demonstrably familiar with browsewrap agreements, as it has utilized them on its own website. *See, e.g.,* <https://instamotor.com/terms> ("Welcome to Instamotor. We hope you find it useful. By accessing our servers, websites, or content therefrom (together, 'IM'), you agree to these Terms of Use ('TOU').")

17. craigslist's Terms of Use are also binding as a "clickwrap agreement" vis-à-vis users who post ads to *craigslist.org*. A user is required to affirmatively assent to craigslist's Terms of Use by clicking "ACCEPT the terms of use" before the user may post an ad live to *craigslist.org*, as shown here:

**Terms of Use**

WELCOME TO CRAIGSLIST. We hope you find it useful. By accessing our servers, websites, or content therefrom (together, "CL"), you agree to these Terms of Use ("TOU"), last updated December 05, 2013.

**LICENSE.** If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access CL in compliance with the TOU; unlicensed access is unauthorized. You agree not to license, distribute, make derivative works, display, sell, or "frame" content from CL, excluding content you create and sharing with friends/family. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post.

**USE.** You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that interact or interoperate with CL, e.g. for downloading, uploading, posting, flagging, emailing, search, or mobile use. Robots, spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful, and/or spam postings/email. You agree not to collect users' personal and/or contact information ("PI").

**MODERATION.** You agree we may moderate CL access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deletion, delay, omission, verification, and/or access/account/license termination. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations as to moderating, and (3) nothing we say or do waives our right to moderate, or not. All site rules, e.g. cl.com/about/prohibited, are incorporated herein.

**SALES.** You authorize us to charge your account for CL fees. Unless noted, fees are in US dollars; tax is additional. To the extent permitted by law, fees are non-refundable, even for postage returns. 31% more.

18. If the user does not agree to the Terms of Use, the post is not published on *craigslist.org*. When a user affirmatively assents to the Terms of Use in this manner, the resulting contract is referred to as a "clickwrap agreement." Such contracts are routinely upheld by Courts, and courts in this District routinely enforce craigslist's Terms of Use as a binding contract on this basis. *See, e.g., Craigslist, Inc. v. 3taps, Inc., et al*, Case No. 12-cv-03816-CRB, Dkt No. 280 (N.D. Cal. October 11, 2015); *craigslist, Inc. v. Troopal Strategies, Inc.*, No. 09-04741-JW, 2011 U.S. Dist. Lexis 156825, \*2-4, 8-9 (N.D. Cal. July 12, 2011); *Craigslist, Inc. v. Doe*, No. 09-4739-SI, 2011 U.S. Dist. Lexis 53123, \*7-8 (N.D. Cal. Apr. 25, 2011); *Craigslist, Inc. v. Naturemarket, Inc.*, 694 F. Supp. 2d 1039, 1064 (N.D. Cal. 2010); *craigslist, Inc. v. Realworks Group LLC*, No. 08-05072-JW, 2009 U.S. Dist. Lexis 132432, at \*13-14 (N.D. Cal. Oct. 29, 2009); *Craigslist, Inc. v. Mesiah*, No. 08-05064-CW, 2009 U.S. Dist. LEXIS 132433, \*39-41 (N.D. Cal. Sept. 14, 2009).

19. By agreeing to craigslist's Terms of Use, the user agrees to abide by all of the prohibitions and restrictions contained therein. For example, craigslist's Terms of Use prohibits users from scraping the craigslist website, from collecting contact information for craigslist users, and from spamming craigslist users. Specifically, the Terms of Use state: "Robots, spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful, and/or spam postings/email. You agree not to collect users' personal and/or contact information."

20. From past experience, craigslist has learned that certain third parties intent on misappropriating craigslist content go to elaborate lengths to try to mask their identity and evade technological blocks that craigslist imposes on users who repeatedly violate the Terms of Use. As a result, those acts of technological evasion are also prohibited under the contract.

21. Once bound by the Terms of Use, users can browse ads posted by other users, or post ads themselves. Users' ads typically include a title, description and other relevant details about whatever the user placing the ad may be offering or seeking, and often include an email address and telephone number for replies. Typically, such contact information is initially hidden from public view, to make it more difficult for "scrapers" to copy.

22. As part of the classified ad creation process, craigslist users encounter a check box which reads: "ok for others to contact you about other services, products or commercial interests." If a user leaves the box un-checked, it indicates that the user does not want to receive third-party solicitations. If a craigslist user checks the box, it indicates that the user is willing to receive third-party solicitations.

### **Instamotor's Activities**

23. Instamotor offers an online and app-based service for buying and selling used vehicles.

24. Instamotor is a long time user of the *craigslist.org* website. Instamotor has "access[ed] [craigslist's] servers, websites, or content therefrom" at various times and thereby "agree[d] to [craigslist's] Terms of Use," as further described above.

25. Instamotor has also posted at least fifty ads to the *craigslist.org* website, affirmatively agreeing to craigslist's Terms of Use as a necessary step in the posting process for each post.

26. For example, from at least February 8, 2014 to October 24, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *val@instamotor.com* email address.

27. On at least March 1, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *egjoka@instamotor.com* email address.

28. On at least March 29, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *craigslist@instamotor.com* email address.

29. From at least August 5, 2014 to January 13, 2015, Instamotor posted ads on *craigslist.org* from an account associated with the *sy@instamotor.com* email address.

30. On at least August 11, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *info@instamotor.com* email address.

31. On at least October 22, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *yvonne@instamotor.com* email address.

32. On at least October 28, 2014, Instamotor posted ads on *craigslist.org* from an account associated with the *marshall@instamotor.com* email address.

33. From at least March 3, 2016 to March 7, 2016, Instamotor posted ads on *craigslist.org* from an account associated with the *dallas@instamotor.com* email address.

34. Instamotor harvests, scrapes, or “extracts” classified ads—and the associated personal and/or contact information of craigslist users—from craigslist’s website.

35. Instamotor uses the ad content that it steals from craigslist’s website to populate used car listings on its own website and app. As a result, craigslist has received complaints from users who listed their vehicles for sale exclusively on craigslist, only to find out later that their vehicle and contact information was also being displayed without their consent on Instamotor. For example, one craigslist user complained to craigslist as follows:

A few months back, I advertised my car for sale and I sold it over Craigslist [sic]. Over the last few days, I started getting texts about my car being for sale. One person said they found my car over an app called Instamotor. The interesting this [sic] is that I never even heard of instamotor until yesterday . . . I never downloaded their app, nor advertised my car with them. . . I am not a user nor did I give consent to be contacted by potential buyers over instamotor. They said they removed the ad, but I am frustrated.

36. Another craigslist user complained about Instamotor’s conduct on an online message board as follows:

I have recently sold a car through a private CL transaction. Few days later, I get a message from someone looking to buy the same car & said they saw it from the Instamotor app, which I thought was odd. I only



1 posted the car ad in CL. I honestly don't like the idea of CL sharing my  
2 ad and/or having these Car Apps make their own ad for me.

3 See [https://www.reddit.com/r/cars/comments/471wia/anyone\\_have\\_any\\_experience\\_with\\_](https://www.reddit.com/r/cars/comments/471wia/anyone_have_any_experience_with_appbased_car/)  
4 [appbased\\_car/](https://www.reddit.com/r/cars/comments/471wia/anyone_have_any_experience_with_appbased_car/).

5 37. On information and belief, when one craigslist user complained to Instamotor  
6 about their unauthorized scraping and repurposing of his craigslist ad, Instamotor admitted via  
7 email: "We extracted your listing in September when it was active on Craigslist [sic]."

8 38. Instamotor uses the contact information that it steals from craigslist's website to  
9 harass craigslist users with unsolicited text messages and emails advertising Instamotor's  
10 services.

11 39. The messages frankly admit that Instamotor is scraping content from the craigslist  
12 website. For example, a typical text message reads as follows (emphasis added):

13 Hello! It's Lizanne from Instamotor. We are a FREE app to buy/sell cars  
14 safely. ***We have extracted your Jeep Wrangler from Craigslist*** [sic]. Our  
15 app features tools like privacy shield! If you would like me to call w/ more  
16 info, my hours are Tuesdays/Wednesdays between 1-3 pm PST. If you  
provide me an email address, I can send more information via email.

17 40. The unsolicited emails are commercial in nature. The emails solicit craigslist  
18 users to use Instamotor's services to sell their vehicles, but are not identified as advertisements  
19 and do not contain a means for the recipient to opt out of future such emails.

20 41. Instamotor co-opts and abuses craigslist's "relay" system, (*i.e.*, the electronic  
21 communication system through which craigslist users can correspond with each other) to  
22 transmit their commercial electronic mail messages.

23 42. Instamotor attempts to mislead craigslist and circumvent its spam prevention  
24 efforts. For example, Instamotor uses a white-listed mail service to send the unsolicited  
25 commercial emails, thereby disguising the messages' true origin in an effort to push them  
26 through craigslist's relay system.

### 27 Irreparable Harm

28 43. Defendants' actions have caused and will cause irreparable harm to craigslist, for



1 which it has no adequate remedy at law. Defendants' conduct diminishes craigslist's goodwill—  
 2 by, *inter alia*, harming its customers and interfering with its relationships with those customers—  
 3 and injures craigslist's reputation as a trusted and secure platform. craigslist has worked hard  
 4 and invested heavily for many years so that its site can be used largely free of charge and its  
 5 users protected from unwanted third-party solicitations, and has implemented a complex array of  
 6 protocols to ensure that users will determine where their own listings appear and for how long.  
 7 When Defendants pirate users' material from the craigslist site and re-display it on Instamotor's  
 8 site and app, users are effectively robbed of that ownership and control.

9 44. Defendants' conduct also requires craigslist to deploy and administer an arsenal  
 10 of technological measures to try to prevent Defendants' scraping and spamming activities.  
 11 Although craigslist does its best to protect its site from Defendants' unwanted and improper  
 12 interference, those efforts are far from one hundred percent successful—leaving craigslist users  
 13 victim to Defendants' violations of the law.

#### 14 **FIRST CLAIM FOR RELIEF**

##### 15 **Breach of Contract**

16 45. craigslist realleges and incorporates by reference all of the factual allegations set  
 17 forth above.

18 46. At all relevant times, the main craigslist homepage, and other pages from which  
 19 users navigate the craigslist website, have prominently displayed links to craigslist's Terms of  
 20 Use and made clear that users may not access the craigslist website without agreeing to those  
 21 Terms of Use. In addition, craigslist users are presented with the Terms of Use and must  
 22 affirmatively accept them to register for a craigslist account to post ads. Similarly, craigslist  
 23 users are presented with the Terms of Use and must affirmatively accept them before posting an  
 24 ad without an account.

25 47. Defendants have accepted and agreed to be bound by the Terms of Use by  
 26 creating accounts, posting ads to craigslist and/or browsing or otherwise accessing the craigslist  
 27 website.

28 48. Defendants have regularly accessed and used the craigslist website to, among

1 other things, copy and misappropriate classified ads and the associated craigslist users' personal  
2 and/or contact information.

3 49. On information and belief, Defendants have used (and continue to use) software  
4 or services that interact or interoperate with craigslist, and have employed robots, spiders,  
5 scripts, scrapers or crawlers on the craigslist website.

6 50. Defendants have sent and continue to send misleading, unsolicited, unlawful  
7 and/or spam postings and/or email to craigslist users.

8 51. Defendants' actions have breached craigslist's Terms of Use.

9 52. craigslist has performed all conditions, covenants, and promises required of it in  
10 accordance with the Terms of Use.

11 53. Defendants' conduct has caused and continues to cause irreparable and  
12 incalculable harm and injury to craigslist.

13 54. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
14 damages under the Terms of Use, costs and/or such other relief as may be available.

15 **SECOND CLAIM FOR RELIEF**  
16 **Violations of the CAN-SPAM Act**  
17 **(15 U.S.C. § 7701 *et seq.*)**

18 55. craigslist realleges and incorporates by reference all of the factual allegations set  
19 forth above.

20 56. craigslist is a provider of Internet access service as defined in 15 U.S.C.  
21 § 7702(11) because it provides a service that enables users to access content, information,  
22 electronic mail, or other services offered over the Internet, and may also include access to  
23 proprietary content, information, and other services as part of a package of services offered to  
24 consumers.

25 57. craigslist's website and computers are used in and affect interstate and foreign  
26 commerce and communication, and are therefore protected computers within the meaning of  
27 15 U.S.C. § 7702(13).

28 58. The spam messages initiated by Defendants are "commercial" electronic mail  
messages because their primary purpose is the commercial advertisement or promotion of

1 Instamotor's commercial products or services (including content on an Internet website operated  
2 for a commercial purpose) as provided in 15 U.S.C. § 7702(2)(A).

3 59. On information and belief, Defendants initiate the transmission of commercial  
4 electronic mail messages with actual knowledge, or knowledge fairly implied on the basis of  
5 objective circumstances, that the messages contain, or are accompanied by, header information  
6 that is materially false or materially misleading.

7 60. On information and belief, Defendants initiate the transmission of commercial  
8 electronic mail messages with actual knowledge, or knowledge fairly implied on the basis of  
9 objective circumstances, that the messages' subject heading would be likely to mislead a  
10 recipient, acting reasonably under the circumstances.

11 61. On information and belief, Defendants are also engaged in a pattern or practice of  
12 initiating the transmission of commercial electronic mail messages that do not contain a  
13 functioning return electronic mail address or other Internet-based response mechanism.

14 62. On information and belief, Defendants initiate the transmission of commercial  
15 electronic messages, in a pattern or practice, that do not clearly and conspicuously identify that  
16 the messages are advertisements or solicitations for Instamotor's services, do not contain clear  
17 and conspicuous notice of the opportunity to decline to receive further commercial electronic  
18 mail messages from the sender, and do not provide a physical postal address of the sender.

19 63. On information and belief, Defendants originate or transmit commercial  
20 electronic messages or intentionally pay or provide other consideration to another person to  
21 initiate such messages on its behalf, with actual knowledge that, or by consciously avoiding  
22 knowing whether, such person is engaging, or will engage, in a pattern or practice that violates  
23 the CAN-SPAM Act.

24 64. On information and belief, Defendants knowingly initiate the transmission of  
25 commercial electronic mail messages or assist in the origination of such messages to craigslist  
26 users with actual knowledge or knowledge fairly implied on the basis of objective circumstances  
27 that the email addresses were obtained by using an automated means such as email harvesting  
28 software.

65. Defendants' conduct violates the CAN-SPAM Act many times over, including without limitation 15 U.S.C. §§ 7704(a)(1), (a)(2), (a)(3), (a)(5), and (b).

66. craigslist is adversely affected by reason of these violations, including, without limitation, by incurring expenses and resources associated with being forced to investigate and combat Defendants' unauthorized spam messages.

67. craigslist is entitled to statutory damages in an amount to be proven at trial.

68. craigslist is entitled to aggravated damages in an amount equal to three times the amount otherwise available pursuant to 15 U.S.C. § 7706(g)(3)(C) because Defendants have knowingly and willfully violated craigslist's rights and have sent commercial electronic mail messages to craigslist users by using automated means to obtain their email addresses as set forth in 15 U.S.C. § 7704(b).

69. In addition, craigslist has suffered and will continue to suffer irreparable harm, and its remedy at law is not itself adequate to compensate it for injuries inflicted by Defendants. Accordingly, craigslist is entitled to injunctive relief pursuant to 15 U.S.C. § 7706(g)(1)(A).

70. craigslist is also entitled to recover its costs, including attorneys' fees, pursuant to 15 U.S.C. § 7706(g)(4).

### **THIRD CLAIM FOR RELIEF**

#### **Violations of the Restrictions on Unsolicited Commercial Email Advertisers (Cal. Bus. & Prof. Code § 17529, *et seq.*)**

71. craigslist realleges and incorporates by reference all of the factual allegations set forth above.

72. craigslist is an electronic mail service provider as defined in Cal. Bus. & Prof. Code § 17529.1 because it is an Internet service provider that is an intermediary in sending or receiving electronic mail or that provides to end users of the electronic mail service the ability to send or receive electronic mail.

73. The electronic messages initiated by Defendants are "commercial e-mail advertisements" as defined in Cal. Bus. & Prof. Code § 17529.1 because they were initiated for the purpose of advertising or promoting the lease, sale, rental, gift, offer, or other disposition of any property, goods, services, or extension of credits.

74. The commercial email advertisements were sent from California or sent to California electronic mail addresses.

75. On information and belief, Defendants initiated and advertised Instamotor's services and websites in commercial email advertisements which contain falsified or misrepresented header information in violation of Cal. Bus. & Prof. Code § 17529.5(a)(2).

76. In addition, on information and belief, Defendants initiated and advertised Instamotor's services and websites in commercial email advertisements which contain subject lines that are likely to mislead the craigslist users receiving the messages as to the contents or subject matter of the message in violation of Cal. Bus. & Prof. Code § 17529.5(a)(3).

77. craigslist has suffered damages and losses by reason of these violations, including expenses associated with investigating and combating Defendants' unauthorized spam messages.

78. craigslist is also entitled to recover its reasonable attorney's fees and costs pursuant to Cal. Bus. & Prof. Code § 17529.5(b)(1)(C).

**PRAYER FOR RELIEF**

WHEREFORE, craigslist prays that judgment be entered in its favor and against Defendants as follows:

A. An injunction enjoining and restraining the Defendants, their employees, representatives, agents, and all persons or entities acting in concert with them during the pendency of this action and thereafter perpetually from:

1. Accessing or using the craigslist website, directly or indirectly, for any commercial purpose whatsoever;

2. Sending or transmitting, or paying, directing, aiding, or conspiring with others to send or transmit commercial electronic mail messages to craigslist users (*i.e.*, "spam messages") for any purpose, including but not limited to promotion of a commercial product or service;

3. Copying, downloading, harvesting, or obtaining craigslist user postings or craigslist user personal information by any means whatsoever;

4. Directly or indirectly displaying craigslist content;

B. An order compelling Defendants to account to craigslist for any and all profits derived from their unlawful conduct.

C. An order compelling Defendants to destroy all copies of craigslist's user listings in its possession, custody, or control.

D. An order awarding craigslist restitution and damages, as described herein and as permitted by law.

E. An order awarding craigslist pre-judgment interest.

F. An order awarding craigslist its costs of suit, including, but not limited to reasonable attorneys' fees, as permitted by law.

G. An order awarding craigslist such other relief as the Court deems appropriate.

Pursuant to Rule 38 of the Federal Rules of Civil Procedure and Local Rule 3-6, Plaintiff demands a trial by jury.

Dated: April 28, 2017

LATHAM & WATKINS LLP

By: /s/Perry J. Viscounty  
Perry J. Viscounty

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craigslist, Inc.